



## Quote # 1363227

Proposal													
Pricing Prepared For				Prepared On		Price Valid Until		Currency		Total Mrc		Total Nrc	
City of Leesburg				08/22/2013		10/06/2013		USD		19,000.00		6,000.00	
Wavelength													
Term			Total Mrc			Total Nrc				# Sites			
3 Years			15,000.00			6,000.00				2			
Location				Universal Service Fund	Summary		Wavelength				Local Access		
	Site Name	Country	Site Address	USF	Mrc	Nrc	IOC	Mrc	Nrc	Propagation Delay (RTD)	Mrc	Nrc	
A	ORLANDO,FL_ GW_380 S LAKE DEST	USA	380 S LAKE DESTINY RD ORLANDO, FL 32810 6226	Interstate	7500.00	3000.00	(10) Gig-Ethernet LAN PHY	7500.00	3000.00	0.000	0.00	0.00	
Z	TAVARES, FL - LEVEL 3 METRO POP	USA	550 W MAIN ST TAVARES, FL 32778										
A	MINNEOLA FL - LEVEL 3 METRO POP	USA	300 E PEARL ST MINNEOLA, FL 34715	Interstate	7500.00	3000.00	(10) Gig-Ethernet LAN PHY	7500.00	3000.00	0.000	0.00	0.00	
Z	ORLANDO,FL_ GW_380 S LAKE DEST	USA	380 S LAKE DESTINY RD ORLANDO, FL 32810 6226										
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 380 S LAKE DESTINY RD ORLANDO, FL 32810 6226 Colocation Connection - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]			1	0.00	0.00								
Z - 550 W MAIN ST TAVARES, FL 32778 OnNet Dedicated Access - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]			1	0.00	0.00								
USA ORLANDO to USA TAVARES Wavelength IOC - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected, Latency Guarantee Level = None]			1	7500.00	3000.00								
A - 300 E PEARL ST MINNEOLA, FL 34715 OnNet Dedicated Access - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]			1	0.00	0.00								
Z - 380 S LAKE DESTINY RD ORLANDO, FL 32810 6226 Colocation Connection - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]			1	0.00	0.00								
USA MINNEOLA to USA ORLANDO Wavelength IOC - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected, Latency Guarantee Level = None, Custom Route = No]			1	7500.00	3000.00								

High Speed IP													
Term		Total Mrc				Total Nrc				# Sites			
3 Years		4,000.00				.00				1			
Location				Universal Service Fund	Summary		High Speed IP Services			Local Access			
Site Name	Country	Site Address		USF	Mrc	Nrc	# Mb	Mrc	Nrc	Mrc	Nrc		
ORLANDO,FL_G W_380 S LAKE DEST	USA	380 S LAKE DESTINY RD ORLANDO, FL 32810 6226		Interstate	4000.00	.00	0.000	4000.00	.00	.00	.00		
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 380 S LAKE DESTINY RD ORLANDO, FL 32810 6226 Colocation Connection - (10) Gig-Ethernet LAN PHY - [Bandwidth = (10) Gig-Ethernet LAN PHY, Protection = Unprotected]			1	0.00	0.00								
A - 380 S LAKE DESTINY RD ORLANDO, FL 32810 6226 IP Port - 10 GB - [Bandwidth = 10 GB, Routing Type = Standard, Service Role = Primary]			1	0.00	0.00								
A - 380 S LAKE DESTINY RD ORLANDO, FL 32810 6226 IP Logical - [Billing Method = Usage, Committed Data Rate (CDR) = 1000]			1	4000.00	0.00	1000.00 0	4.00/Mb		4.00/Mb				

**Order Terms and Conditions**

1. This Quote is confidential and may not be disclosed to third parties. This Quote is non-binding unless it becomes an accepted Customer Order as set forth in section 4.
2. The pricing stated in this Quote is contingent on Service availability (as determined by Level 3) and is valid for 90 calendar days from the date of this Quote unless a different time period is otherwise specified herein. This Quote supersedes any prior Quote from Level 3 or a Level 3 affiliate for the Service set forth herein. For Orders for VPN Services, the VPN Minimum Usage Charge is not reflected in the Grand Total MRC amount, but shall be added to the total amount and shall equal CDR multiplied by the rate of the monthly usage charge. Prior to installation, Level 3 may pass on increases in pricing due to price changes by off-net suppliers to Level 3 by written notice to Customer (which may be via e-mail). Unless Customer terminates this Customer Order (without liability) within 2 business days of such notice of increase, Customer shall be deemed to have accepted the increase. Services may be provided by Level 3 or a Level 3 affiliate. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. The demarcation point for the Service shall be as stated herein, provided that if a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry at the stated demarcation point (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's Minimum Point of Entry. Additional detail around the off-net termination will be consistent with the applicable Service Schedule. Even if included in this Order (which sometimes occurs for operational reasons) Customer shall have no remedies against Level 3 for any service of part thereof procured by Customer from any third party.
4. Customer may place an order for the Service quoted herein by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this Quote and returning it to Level 3, at which time this Quote shall become a Customer Order. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Committed Delivery Date (i.e. the projected installation date) or Level 3's delivery of the requested Service.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service. The separate provisions of this Section 5 are binding on the parties notwithstanding Section 1 above.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
7. Charges for certain Services are subject to (a) a property surcharge of 4.25%, and (b) a cost recovery fee of 2.5% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 on written notice to Customer, and shall be applied regardless of whether Customer has delivered a valid sales tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.level3.com/taxes](http://www.level3.com/taxes).
8. Level 3's standard expedite charges will be added to the NRC when the Customer's requested delivery date is inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at <https://MyLevel3.net>) commencing on the day of clean order receipt (as determined by Level 3). Level 3 standard ancillary charges will apply for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.
10. VPN Port Over-Subscription allows for the sum of Logical Interface CDRs connected to the same VPN Port to be greater than the VPN port speed or greater than the maximum Access sub-bandwidth associated with the VPN Port speed. 11. Level 3 does not guarantee Class of Service prioritization across multiple Logical Interface VLANs 12. In the event the user attempts to use all VPN Port capacity concurrently, network congestion will occur, and therefore, no service level credit will apply as a result.

**Declarations and Signatures**

Customer submits this order as a customer order.

Authorized Signature:

Name:

Title:

Date: